

34746

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EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That The Washburn Land Company  
and other valuable consideration to him, it or them, paid by South Suburban Sanitary District of Klamath  
County, Oregon, do hereby grant to the said South Suburban Sanitary District of Klamath County,  
Oregon, its successors and assigns, an easement for a sewer in and across the following described real  
estate, situate, lying and being in Klamath County, Oregon, and more particularly described as follows:

A strip of land 10' in width along the following described center line;

Beginning at a point 5' easterly of the N.W. corner on the northerly boundary of Klamath County tax lot #201, lying wholly in the S.W. 1/4 of the N.W. 1/4 of Sec. 10, T 39S, R 9 E.W.M., thence in a straight line located 5' easterly and parallel to the westerly boundary of said lot for a distance of 133.44 more or less, and ending at a point 5' easterly of the S.W. corner of said lot on the southerly boundary.

together with the right to use so much of the adjoining land as is reasonable and necessary in connection with the original construction of the sewer.

The foregoing easement is made, executed and delivered to the grantee herein upon the following express terms and conditions, to-wit:

1. The grantee agrees to indemnify and save harmless the grantor from and against any damage, loss, cost and expense, which the grantor may sustain directly or indirectly in any manner from the use of said premises and/or the construction, maintenance, use and/or location of the said sewer in and across said premises.
2. The grantee, and the agents and employees of the grantee, shall have the privilege of entering upon said premises for the purpose of making necessary repairs to or changes to said sewer.
3. The said sewer shall be placed underground in the usual manner and grantee agrees to replace the surface of the ground above the sewer in substantially its present condition and repair or replace any damaged facilities, and agrees that grantor shall have full and unrestricted use of the surface of said ground except during the period of sewer construction and during the period of any repairs that may be necessary. Said surface shall be replaced in approximately its present condition following such repairs.

IN WITNESS WHEREOF, said The Washburn Land Company

has or have caused this Easement to be executed, and (if a corporation) its corporate seal, affixed,  
this 31st day of May, 1972.

WASHBURN LAND CO., an Oregon Corporation

  
*Francis S. Landrum*

STATE OF OREGON

M. ss.

County of Klamath

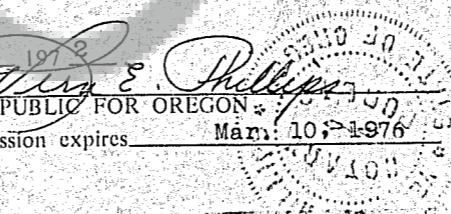
Personally appeared the above-named Francis S. Landrum

known to me to be the identical person \_\_\_\_\_

described in the foregoing instrument, and acknowledged the foregoing instrument to be his

voluntary act and deed.

Before me this 31st day of May

  
NOTARY PUBLIC FOR OREGON  
My commission expires Mar. 10, 1976

*Return to So. Sub. San. Dist.*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of So. Sub. San. Dist.

this 2nd day of June A.D. 1972 at 11:25 o'clock A.M., and duly recorded in

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WM. D. MILNE, County Clerk

Fee 2.00 By *Mary L. Drury*